

## MEMORANDUM

**To:** Select Board; Tony Marino, Town Manager

**From:** Beth O'Connor, Open Space Steward & Jeff Putur, Cemeteries & Parks Superintendent on behalf of Pony Express Task Force

**CC:** Ethan Parsons, Director of Planning & Development; Hannah Wilbur, Open Space Manager

**Date:** June 24, 2019

**Subject:** Select Board Approval of Land Management Plan; Agriculture License Renewal Signature; Property Name

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**Approval and Signature for Land Management Plan:** As discussed when we met with the Select Board at their meeting on May 20, 2019, the Land Management Plan, which is a working document that may periodically need to be revised, was edited to specify that it be reviewed at a minimum of every five years, and modified accordingly to reflect any needed changes and improvements to the Plan. That was the only edit to the plan that was recommended by the Board and subsequently made to the attached document on page 6 of 14. We request you vote to accept, approve and sign the Land Management Plan tonight.

**Property Name:** The public survey to Name the Property was re-initiated after discussion at the last meeting with the Board to give more people an opportunity to vote for a name. We utilized social media (Facebook, Twitter and Instagram); direct email to user groups; Town website postings; and circulated press releases. The total number of respondents to the survey (including the initial survey) was three hundred and eighty-seven (387). The name with the most votes overall received of the three options (Candlewood Fields, Castle Neck River Fields and Pony Express) was Pony Express Fields. Candlewood Fields received 133 votes or 34%, Castle Neck River Fields received 85 votes or 22%, and Pony Express Fields received 169 votes or 44%. We received one phone message from a resident suggesting the property be named after Ipswich resident Jake Burridge.

We request the Board vote to approve the final name, as the property is under your care, custody and control.

**Agricultural License Renewal:** As also discussed at our meeting with the Select Board on May 20<sup>th</sup>, the Agricultural License Agreement for the hay fields is up for another renewal. For the previous two growing seasons, the Select Board held a one-year renewable License Agreement with Royce Knowlton, who had formerly managed the property and hayed the ag fields for the previous owner. The License Agreement has been mutually beneficial for both the Town and Royce by keeping the fields maintained as well as in viable agricultural production. After speaking with the Town Manager, he recommended opting for a three-year term rather than the five-year term as previously drafted and discussed with the Board, in order not to have to go to Town Meeting for approval. A revised License Agreement Renewal has been prepared for a three-year term in order to sustain the current use of those fields as they are currently being farmed, and includes making available to the Town for its use, up to a dozen hay bales at no cost each year of the Agreement. The three-year term option is a change from the License Agreement provided at the last meeting with the Board on May 20, 2019. The option to withdraw from the Agreement for both parties with good cause and with ninety days' notice is included in the terms. A copy of the License Agreement Renewal is attached and ready for signature from the Select Board.



TOWN OF IPSWICH, MA  
***PROPERTY NAME***  
LAND USE AND MANAGEMENT PLAN  
For Athletic Fields, Open Space & Agricultural Land  
Located at 24 Candlewood Road  
Ipswich, MA  
Assessors Map 63 Parcel 4  
27.7 acres

*Adopted \_\_\_\_\_, 2019*  
By the Ipswich Select Board

With acceptance of:  
Department of Public Works/Cemetery & Parks Division  
Department of Planning & Development/Open Space Program  
Department of Recreation & Culture  
Department of Public Safety  
Pony Express Task Force Ad-Hoc Committee  
Open Space Committee  
With input from the public at an advertised public meeting  
On June 24, 2019

## Preface

Since 2005 the Town of Ipswich, through leadership of the Athletic Fields Study Committee and with input from the Open Space Committee, has searched for suitable locations for creating additional athletic playing fields after a shortage of publicly owned fields was documented. The **xxx property** formerly known as Pony Express Farm, is a property that has long been a priority site for that purpose, and the Town, through the Open Space Program, had contact with the previous landowner on and off for nearly a decade to negotiate a land acquisition project for some or all of the property. Most recently the property went on the market for sale, and partnering with Essex County Greenbelt Association (Greenbelt) and Massachusetts Division of Fisheries and Wildlife (MassWildlife), the Town acquired 30.2 acres of a 94.2-acre parcel in March of 2017. The remaining 64 acres of the parcel, plus an additional 32.8 contiguous acres owned by the same landowner, were acquired by Greenbelt and MassWildlife as two newly created property parcels, the majority of which will be permanently protected for natural resource protection, agriculture, and passive recreation, and accessible to the public through existing and newly created trails. The primary purpose of the Town's 30.2-acre acquisition is to create athletic playing fields, four in the near term on the former polo pony field off of Candlewood Road, and two additional fields, as the need and funding arises in the future, on existing hay and agricultural fields in the interior eastern area of the property, adjacent to the conservation land now owned by Greenbelt and MassWildlife. Until which time those two additional athletic fields are developed, the Town will utilize them for agricultural purposes and/or the other purposes for which the property was acquired.

A Special Town Meeting in January, 2017 under Article One, authorized the purchase of the 30.2 acre parcel using Open Space Bond Authorization funds for the purposes of recreation, water supply protection, conservation and agricultural purposes. Subsequent to the authorization to acquire the **xxx property** the Town Manager convened the Pony Express Task Force, a working group comprised of Town staff, property neighbors, athletic group representatives and residents, to make recommendations about uses of the property, advance plans for the athletic fields development and work on drafting this Land Management Plan.

## I. Introduction

### A. Acquisition and Ownership

In 2016, after more than a decade long search for land to meet the needs of a documented shortage of athletic recreational playing fields, the 94.2-acre property, formerly known as Pony Express Farm, plus an additional 32.8 acres of contiguous land owned by the same landowner, went on the market. The Town partnered with Essex County Greenbelt Association (Greenbelt) who led the negotiations, and Massachusetts Division of Fisheries and Wildlife (MassWildlife) to structure a \$4.05 million deal for the entire 127-acre property. At a Special Town Meeting on January 24, 2017, Article One was approved, which authorized \$2,377,000 to be spent from the Open Space Bond Authorization to acquire the 30.2 acre Town parcel, which included the \$2.15 million purchase price, plus \$227,000 to develop and construct the athletic fields and supporting infrastructure. Town meeting also authorized the Select Board to sell a 2.5 acre portion of the land acquired, located at the corner of Chebacco and Candlewood Roads, in order to offset the acquisition cost. The remaining 27.7 acres of land was placed under the care, custody and control of the Select Board for the purposes of recreation, water supply protection, conservation and agriculture, or for such other purposes as the Town may authorize by a two-thirds vote of Town Meeting. Up to six full sized athletic playing fields can be developed on the Town's land. The balance of the property that was part of the larger land acquisition project, now owned by Greenbelt and MassWildlife, is publicly accessible and permanently protected from development. The Town contributed \$2.15 million to acquire 30.2 acres of the property; Greenbelt contributed \$1.4 million to acquire its 42 acre portion of the property; and MassWildlife contributed \$500,000 to acquire its 54.7 acre portion of the property.

The Town purchased the 30.2 acre property on March 16, 2017, recorded at Southern Essex Registry of Deeds Book 35738 Page 305. The deed includes a vehicular and recreational easement granted to Essex County Greenbelt Association from the Town of Ipswich along designated portions of the property shown as Exhibit B in referenced deed.

### B. Site Location and Description

The ~~xxx~~ property is located at 24 Candlewood Road near the intersection of Chebacco Road in Ipswich, MA. It is located within zone Rural Residential A (RRA). At the time of acquisition it was a 30.2 acre parcel of land. In May, 2018 a 2.5 acre portion of the premises in the southwest portion of the property at the corner of Candlewood and Chebacco Roads was sold as a separate ANR (Approval Not Required) parcel, leaving 27.7 acres in total owned by the Town under care, custody and control of the Select Board.

The property was developed as a polo horse facility back in the 1980s, and associated horse stables and a residential dwelling were constructed at that time. An unpaved driveway off of Candlewood Road led to a horse stable with an attached residence that has since been razed, and which were serviced by Town water and electricity, as well as a conditionally approved septic system located to the rear of the former stable, which was abandoned when the stable was torn down. With guidance from the Pony Express Task Force, the Town considered its options as to the potential uses of the former stable building and residential dwelling, and the alternative recommended to the Select Board by the Task Force was to tear it down and reuse the space for parking to support the athletic fields. The Select Board agreed with this recommendation and voted in March 2018 to raze the building, which was torn down in September 2018. The Town held a public auction prior to the building being torn down to sell any remaining items of value, and the proceeds were deposited into the Town's General Fund. There are a number of fenced in paddocks behind the former stable; hayfields to the north and east of the former stable; and fenced pasture areas both to the east and west of the former stable as well.

There is a 10 acre area immediately in front of and north of the former stable building, separated by the driveway, where formerly polo horses exercised and played polo on a constructed and maintained polo field. This is the portion of the property where four athletic playing fields will be created in the immediate future. Two additional playing fields could also be created as need arises and funding is available, on field and paddock areas located north and east of the former stable building. Immediately east of the former stable building is an irrigation pond that was dug for the former polo farm operation, and will be used to irrigate the athletic fields. The area surrounding the pond is mowed, and there is a significant stand of invasive Phragmites on the pond edge. There is a well and pump located adjacent to the pond, that will be updated for use with the irrigation system for the athletic fields. The easternmost boundary of the property is fringed by a forest of hardwoods and softwoods. There is a row of specimen Linden trees along the southern edge of the driveway leading to the former stable building, and another row of specimen hardwood trees separating the hay field and pasture north and east of the former stable building and pond. There is a run in shed located in the most northern hayfield, which may eventually be relocated off premises to be used for storage at a Town owned facility. The parking area has been expanded in front of and to the west of the former stable building, including a new driveway entrance into the property, to accommodate the athletic field users, as well as passive recreation property visitors. Plans for additional parking area expansion to the east of the former stable building have been approved, with the intent to increase parking at a future time. There is a mowed path for passive recreational use, including horseback riding, posted with trail markers, that leads southerly from Candlewood Road across the parking area driveway around the back of the parking area and then in an easterly/northeasterly direction from the existing parking area around the perimeter of the athletic fields. It follows the fence line of the interior hayfields, and connects to the trails in the southern boundary of the Greenbelt property.

The property contains predominantly State classified Prime Farmland agricultural soil, as well as a small area near the southeastern boundary with the MassWildlife property that are classified as Statewide Importance Farmland soils. Wetlands on the property have been delineated, with the exception of the most easterly portion of the property bordering the MassWildlife property, and are located around the perimeter of the irrigation pond; they run south of the pond toward Chebacco Rd; and near the northernmost boundary of the property adjacent to Greenbelt's land. A small area of the woods in the southeastern portion of the property lies within the 150' buffer of the Area of Critical Environmental Concern (ACEC), defined as the ten foot contour. A small area of the most western portion of the property near the existing driveway entrance is within the Town's Water Supply Protection Zone II.

The MassWildlife property to the east contains wooded wetlands and associated uplands, as well as the headwaters of the Castle Neck Creek, which drains into Ipswich Bay and the Great Marsh. The Natural Heritage and Endangered Species Program have classified portions of the MassWildlife property as being located within the BioMap2 Core Habitat, and portions of both the MassWildlife and the Greenbelt properties are within the BioMap 2 Critical Natural Landscape. No portion of the Town land has BioMap 2 designation. The Greenbelt property to the northeast is mostly hayfields with scattered woodlands and wetlands throughout. The remainder of the Town's property is adjacent to residential homes to the north, south and west, and also proximate to agricultural land, equestrian properties, and thousands of acres of permanently protected conservation land to the north and south including the John J Donovan Conservation Area owned by Essex County Greenbelt Association, Candlewood Farm Conservation Area owned by Greenbelt with a conservation restriction held by the Ipswich Conservation Commission, and Maplecroft Farm, privately owned land protected by multiple conservation restrictions co-held by the Ipswich Conservation Commission, State agencies and Greenbelt.

### C. Historic, Recent, and Intended Property Uses

Historic information found on historicipswich.org indicates that the location of town where **Xxx** is located was part of the Common land of the Town known as the Candlewood area, named for the pitch pine trees that were once abundant there that were harvested and burned, similar to a candle. In 1709 the Common lands were divided into eighths and this area became known as the South Eighth. Around 1720 the proprietors of the Common land divided the land into individual shares and individual titles were established. An undated historic map depicts the **xxx property** now owned by the Town, as land formerly owned by Thomas Howlett whose occupation is listed on a genealogy website as a carpenter, surveyor and deacon of Ipswich, MA church in the 1600s.

Most recently since the 1980s, the property was owned by Robert Daniels, who developed it as a polo horse facility with a thirty-two stall stable and attached seasonal two-bedroom apartment used by staff working for the polo operation, as well as associated infrastructure including an irrigation pond, horse paddocks and hay fields. It was seasonally operated as an equestrian facility until 2015 and then shortly thereafter the property went on the real estate market for sale.

The purchase of the **xxx property** by the Town concluded a 12-year effort to add athletic fields to the inventory of Town-owned active recreation lands. As part of the larger conservation land acquisition project, at no additional cost to the town, an additional ninety seven acres of open space comprised of farmland, woods, riverfront, and wetlands on the adjacent properties now owned by Essex County Greenbelt and MassWildlife were conserved, with allowed public access. The Town intends to use its 27.7 acre property for developing athletic playing fields on the former polo fields in the immediate future, and to consider the option in the future to create an additional two other playing fields in the eastern most boundary of the property on fields currently in agricultural use. Supporting infrastructure, including parking and irrigation, will also be developed on the property.

In addition to creating athletic fields on the property, passive recreational use including walking, jogging, birding, horseback riding, cross country skiing, cycling, snowshoeing etc., will also be allowed in the areas designated for such use, and connect to adjacent conservation land with passive recreational trails on Greenbelt and MassWildlife land to the north and east. The fields currently being used for agricultural haying through an annual renewable use agreement between the Select Board and a local farmer (see attached), will continue to be used for that purpose until another approved use is advanced in the future, including but not limited to additional athletic fields. The Pony Express Task Force brainstormed an Idea List of potential uses of the various portions of the property at its initial meeting on March 28, 2017. It is attached to this Management Plan as a reference. Per the Town Meeting vote in January 2017 authorizing the expenditure from the Open Space Bond to acquire the land, the property was placed under the care, custody and control of the Select Board for recreational, water supply protection, conservation and agricultural purposes, or for such other purposes as the Town may authorize by a two-thirds vote of Town Meeting.

## II. Property Management

### A. Guiding Principles

One of the purposes of the Land Use and Management Plan for **XXX** is to state the guiding principles for which the property is managed. The guiding principles **xxx** in order to preserve and maintain the property and its characteristics as described in this document are: the enjoyment and enrichment of the public through both active recreation on athletic playing fields and passive recreation on trails and other areas of the property; the protection of its natural resources, including water supply and wildlife habitat; and retaining the agricultural values of the property, including the pastoral views and landscapes. In order to preserve the properties natural and cultural assets, and to prevent any long term, irreversible

damage to the property and its facilities, it will be managed and maintained by the Town accordingly. **XXX** is to be owned and maintained by the Town as recreational, open space, and agricultural land under the care, custody and control of the Select Board, who will rely on the Cemetery & Parks Division of the Department of Public Works, with assistance from the Open Space Program and other Town Departments as needed, to manage and maintain the property while striving to ensure the safety of visitors.

The Town reserves the right to deny or revoke an activity or event on the property and/or require an activity to conclude due to inclement weather, unsafe or poor property conditions, and/or failure to comply with the rules and regulations set forth in this Plan. All rules and regulations contained herein will be in effect as of the date of the final signing of this document. The Town of Ipswich, Massachusetts Field Use Policy, adopted April 5, 2013 by the Select Board (**Attachment XX** or as it is amended) will be incorporated in this Plan. Additional amendments hereto may be included separately. In addition, the Town of Ipswich adopted and amended regulations on August 1, 2002 governing the use of town owned land, titled “Town of Ipswich Regulations on the Use of Unimproved Town Lands” and “Town of Ipswich Use of Town Land Regulations” (**attached**), which will also be incorporated, as amended from time to time, as part of the Plan. Uses and activities consistent with these stated objectives will be permitted; all those not consistent will be prohibited as specified in more detail below. There will be no discrimination among users based on race, color, national origin, religion, physical ability, age, sexual orientation, sexual identity, economic status, and/or gender. Public use of the property is not limited to Ipswich residents.

#### B. Management Objectives and Oversight

This Land Use and Management Plan is intended to act as a working document to outline the steps necessary to preserve the existing character of the property as public land for use as active recreational playing fields and passive recreational areas, while maintaining its natural resource and agricultural values. Active management to support these objectives is intended and anticipated. With the understanding that use of the property for its intended purposes by the public, as well as changes to the environmental conditions of the property due to natural causes over time, may necessitate changes to the Management Plan, at a minimum this document should be reviewed every five years after the Plan is adopted. Experience managing the property may deem changes to the Management Plan sooner than every five years, but if changes aren't needed sooner than five years, the Plan should be reviewed and revised as necessary by the parties responsible for the management and maintenance of the property, every five years after the Plan is formally adopted. The management activities and usage constraints that will be undertaken and enforced are those necessary to:

- 1) provide public access for both active and passive outdoor recreation, and for educational and community enrichment;
- 2) protect the natural resources and their benefits to water quality;
- 3) protect wetlands and woodlands providing wildlife habitat values;
- 4) maintain the athletic fields, trails, agricultural fields and other areas of the property in excellent condition, and in keeping with the character of the neighborhood;
- 5) collaborate and cooperate with the Town's land acquisition project partners (Greenbelt and MassWildlife), to establish connectivity to the adjoining conservation properties for the public to access trails and parking areas;
- 6) communicate with the public effectively and positively through signage about allowed and prohibited uses of the property; traffic, pedestrian and neighborhood considerations; and information about the adjacent conservation lands.

**XXX** was deeded to the Town and placed under the care, custody, and control of the Select Board, who is responsible for its care and supervision, and exercises management oversight, with assistance from the Cemetery & Parks Division of the Department of Public Works and the Open Space Program through the Department of Planning & Development. The Select Board will also be assisted in its duties from time to time by the Public Safety and Utilities Department, as necessary. A Stewardship Committee, and/or a Friends Group for the property may be established, as advisory to the Select Board, consisting of representatives from relevant Town Departments; interested citizens; neighbors; representatives of youth sports leagues; and/or members of the Open Space Committee, Agricultural Commission or other relevant and interested Town committees. If established, this group will meet at the call of the Select Board Chair or designated Town employee as needed, to consider the condition and use of the property, organize any special maintenance or cleanup efforts, and recommend changes to the Management Plan as warranted.

#### C. Permitted Uses

The Select Board has concluded through its experience with other town parks and publicly accessible conservation properties, and through consideration and consultation with other Town Departments and members of the Pony Express Task Force, that the following uses and activities are allowed:

- 1) The property will be open from sunrise to sunset for these permitted recreational activities: use of athletic fields; walking; jogging; wildlife observation; vista enjoyment; trail biking; horseback riding; photography; cross-country skiing; snowshoeing; and other similar forms of non-motorized physical exercise and activity. The expectation is that the athletic fields will be used for organized youth league sports teams in the spring and fall seasons, and scheduled through the Cemetery & Parks Division. The approximate seasonal schedule for athletic fields use will run in the spring from mid-March to mid-June; in the summer from mid-June to mid-August; and in the fall from mid-August to mid-November, with exceptions based on weather, field conditions, scheduling conflicts, etc. It is anticipated that there will be less scheduling of field use during the summer season in order for the grass fields to rest and recover from the spring and fall seasons. Summer field use could include such things as sports training camps and/or special sporting or community events, but careful consideration will be taken for scheduling the summer season so as not to overuse, damage, or otherwise negatively impact the fields. Incidental athletic use of the fields for non-organized groups will be allowed during daylight hours when not in conflict with already scheduled, permitted and reserved field use. Any regular meeting of groups or individuals is considered organized use and requires a permit for field use. [Link to field permit](#)
- 2) Public parking for passenger vehicles will be allowed in the designated parking area on the property for use only during daylight hours (sunrise to sunset). No horse trailer parking will be permitted on the property, as the **xxx** property is considered a “pass-through” equestrian property and not a “destination” equestrian property.
- 3) Dogs are allowed only on designated areas of the property, which include the internal road, the parking area and designated trails; dogs must not interfere at any time with the agricultural operations on the hay fields; they must be leashed at all times, and dog owners must bag and remove all dog waste from the premises. **Dogs are not permitted on the playing surface of the athletic fields at any time.**

- 4) Bicycles and horses are allowed on the property but are limited to the internal road system and to the established trails, and no horse trailers are permitted in the parking area. The property is currently considered a “pass-through” use area, and not a “destination” use area for bicycles and/or horses. No other wheeled non-motorized recreational vehicle, other than for purposes of transport for mobility impaired and/or disabled individuals, is permitted on the athletic fields.
- 5) Agricultural uses, including haying and growing of crops, are permitted in specified locations on the property, and are subject to the approval and/or permission of the Select Board or their designee.
- 6) Any use of fertilizers and herbicides on the athletic fields and/or agricultural fields should be limited to Best Management Practices and used only as necessary and on a limited basis in order to protect the conservation values of the wildlife habitat and natural resources of the property, as well as those on adjacent properties.
- 7) Hunting will be allowed only with prior written approval of the Select Board and/or their designee, and only within State regulated, legally allowed hunting buffer zones (five hundred feet from an occupied building and one hundred fifty feet of a public roadway, or as may be amended by State regulations).

#### D. Prohibited Uses

Through the same process described above in II.B. for permitted uses on the property, the following uses and activities are ***expressly prohibited*** on any portion of the property:

- 1) Access to and use of the property between the hours of sunset and sunrise is prohibited, including overnight camping, except with the express written approval of the Select Board or their designee;
- 2) Fires are prohibited;
- 3) Wading, swimming, boating, fishing, ice skating and/or any other recreational use in or on the irrigation pond at any time is prohibited;
- 4) Removal of any plants, soils, flowers, shrubs, trees, or vegetation of any kind is prohibited, except by employees of the Town, including the Cemetery & Parks Division, and/or their designees working on behalf of the Town, and/or other authorized entities engaged in authorized agricultural or vegetation maintenance activities;
- 5) Golfing or use of metal detectors on the property is prohibited;
- 6) Unless specifically authorized for maintenance, upkeep, public safety, and/or permitted agricultural activities, motor vehicles are prohibited from driving or parking anywhere on the property except for the access driveway and designated parking areas. Off road recreational motorized vehicles of any kind are prohibited on all portions of the property at all times. This prohibition does not include motorized transport of disabled, mobility impaired or handicapped visitors;

- 7) Possession and consumption of alcoholic beverages, illegal drugs, and controlled substances for which one does not have a prescription are prohibited;
- 8) Littering of trash and/or the placement of refuse or waste of any kind on the property is prohibited. Visitors must carry out all articles carried in, including trash and dog waste. Potable water will not be provided at the property, so water bottles, including reusable and disposable, are considered trash and must be removed after every game/event/activity/practice/site visit;
- 9) Damaging or removal of signs, walls, fences, structures or objects of any kind, are all prohibited;
- 10) Illumination of the property, including the athletic fields and parking area is prohibited.

E. Athletic Field Scheduling and Use

The Cemetery & Parks Division will coordinate athletic field scheduling and use, using the following criteria:

- 1) To ensure reasonable and equitable use of the fields, groups, teams, and organizations must file an application with the Cemetery & Parks Division for use of the athletic fields ([available online](#) on the Cemetery & Parks page of the Town website);
- 2) Groups, teams and organizations seeking to use the fields may be required to pay a user fee at the discretion of the Cemetery & Parks Division based on current, adopted Town's Field Use Policy, as may be amended from time to time;
- 3) It is the responsibility of the field use groups to comply with all State laws, and local bylaws and regulations when using the property;
- 4) Any violations of State and local laws, Policies, Rules & Regulations, and/or any conduct that is deemed unacceptable may result in forfeiture of field use and loss of any fee(s) paid;
- 5) At the discretion of the Cemetery & Parks Division use of the fields may be temporarily suspended or denied if for any reason the fields are considered at risk of being damaged due to overuse, weather conditions, illegal activity, etc., and notice will be posted on the property and on the Town website;
- 6) For field use updates, questions about field conditions, or field use approval contact the Cemetery & Parks Division, 978-356-6643 or check their webpage on the Town website;
- 7) It is the responsibility of user groups, teams, organizations, coaches, etc. to ensure their participants properly dispose of trash, do not litter, and carry out what they carry in, including water bottles whether reusable or disposable. No potable water is available on the property;
- 8) Athletic equipment (such as goal nets, practice cones, balls etc.) must be properly stored or removed at the end of any practice or game. At the end of every season, athletic equipment must be removed from the property and any equipment to be stored on site must be pre-approved by the Cemetery & Parks Department or other authorized Town representative.

- 9) When scheduling field use, the Cemetery and Parks Division and/or any other entity designated with field scheduling at XXX, will consider available number of parking spaces and timing for field use in order to create a safe flow of vehicular traffic in and out of the parking area.

#### F. Athletic Fields Prohibited Activities

The following are expressly prohibited on athletic fields and/or on the sidelines:

- 1) Dogs, horses, bicycles or other recreational vehicles are prohibited on the fields, except those vehicles engaged in maintenance of the fields, emergency response, and/or for persons requiring assisted mobility devices;
- 2) Permanent or seasonal storage containers, unless approved by the Cemetery & Parks Division are not permitted.

#### G. Precautions and Warnings

Ticks, with the accompanying risk of contracting Lyme disease and other associated diseases, are present in all vegetated areas in this region, and the xxx property is no exception. Mosquitoes are also infectious, disease-carrying insects and are common in this region and on the property. Simple preventive measures can be taken to protect against potential harm from these and other stinging insects and users should acquaint themselves with those methods through internet research or with the Ipswich Board of Health. Poison ivy may also be present on the property, as well as other brambles and vegetation that can cause injury and unpleasantness. Users should be familiar with what plants look like in various stages and should take every precaution to avoid contact. Staying on marked paths may reduce the risk of coming in contact with nuisance plants as well as stinging and disease carrying insects, and should be adhered to at all times.

All wetlands, including the irrigation pond, on the property are prohibited to enter and may be posted as such. The xxx property is located adjacent to and within a residential neighborhood. Stay on designated paths to eliminate the chance of trespassing on neighboring properties, and to avoid adversely affecting plants, wildlife, habitat, and terrain.

#### H. Public Parking and Access

Public parking, accessible from Candlewood Road, will be provided in a graveled parking area designated for visitor passenger vehicles and open from sunrise to sunset. No horse trailers are allowed in the parking area. The parking area will be constructed using low impact design by using pervious surfaces such as gravel, recycled asphalt, or similar, and by collecting storm water to prevent runoff and erosion. Parking on the public access roads to the property (Candlewood, Fellows and Chebacco) will be strongly discouraged, and if necessary expressly prohibited. In order to accommodate the increase in traffic during scheduled sports and/or events on the property, additional signage (permanent and/or temporary) along the public access roads to the property and on the property itself, may be required for the safety and protection of neighbors, pedestrians, horse riders, cyclists, dogs, farm equipment, etc. In addition, traffic enforcement necessary to ensure speed limits are adhered to will be implemented by the Ipswich Police Department as needed.

#### I. Signage

An information kiosk will be located adjacent to the parking area and athletic fields, and will list permitted and prohibited uses, hours of access, and user precautions. Trail markers will also be installed along the trail system. Other signs necessary for the safety of property visitors, protection of the property

resources and/or designating rules and regulations will be installed as needed in appropriate locations, including an entrance sign with the property name.

J. Enforcement and Public Safety

The Select Board will coordinate with and rely upon the Ipswich Police Department to provide surveillance of the property, enforce the posted regulations, and monitor traffic coming to and from the property as needed and as available. If visitors or neighbors to the property observe a violation of the regulations, which may or may not pose a safety hazard, they are encouraged to contact the Ipswich Police Department. For conditions or issues that do not require immediate response, such as a non-emergency maintenance issue, users should contact the Cemetery & Parks Division.

### **III. Property Maintenance**

A. Ordinary Maintenance

The Town, through its Cemetery & Parks Division, is responsible for ordinary maintenance of the property on behalf of the Select Board. This includes field area and perimeter mowing, application of fertilizers as necessary, maintenance of the irrigation pond and system, replacement or repair of signs and fencing, parking area upkeep, etc. At its sole discretion, and as approved by the Select Board, the Town may enter into agreements with third parties for maintenance of any and all of these areas as needed. The Town may also solicit volunteer groups to assist in ordinary maintenance including such things as trail marking and upkeep, and property cleanups. Funding for ordinary maintenance will be allocated through the Municipal Operating Budget Division and/or capital funding and/or user permit fees.

Although the Town is responsible for the overall maintenance of the athletic fields, it is anticipated that the youth sports organizations will be required to undertake certain aspects of the field maintenance, such as the lining of the fields on an annual basis. User groups will coordinate with the Cemetery & Parks Division to determine their maintenance responsibilities prior to and after field use.

B. Extraordinary Maintenance

Maintenance that goes beyond routine upkeep (i.e., repairs to irrigation system, parking area erosion and/or resurfacing, forestry and invasive species management/control, etc.) will be the responsibility of the Select Board and/or their assigns. The Select Board will seek out the assistance of the Department of Public Works, Division of Parks & Cemeteries, the Planning Department, Open Space Program, and/or outside contractors to undertake these improvements, using funds budgeted through any or all of the following means as necessary: the Municipal Operating Budget; capital funding; grants; donations; and/or funds generated in other ways, including contributions from user groups, user fees or charges. Solicitation of in-kind services and/or materials from outside entities will also be considered as options for supporting extraordinary maintenance projects as well.

### **IV. Water Use and Potential Use of Property for Public Water Supply**

A. Water Use

There is no potable water service on the property and no plans presently to provide potable water. The irrigation pond on the premises, which is intended to be used for irrigating the fields, is sourced by a bedrock well, and is not considered potable water. The Town adopted Water Rules and Regulations in 1978, and an Outdoor Water Use Bylaw in 2017, which pertains to the Water Use Rules and

Regulations, and the xxxx property will be subject to the regulations set forth in those documents as they may be amended. **Attachment**

#### B. Potential Use of Property for Public Water Supply

Consideration was given to a potential water source suitable for the Town's public water supply that might exist on the larger portion of the land acquisition property, and pump tests were conducted in August 2017 on the land most likely to provide a viable water source. These test wells were located on the adjacent property now owned by Greenbelt. The results however were not favorable in both water quality and quantity. In addition, the potential costs related to accessing the water source and water treatment make this an undesirable location for pursuing any further options for a public water supply. There is no further evidence of a viable water supply source, or plans to seek water supply sources on the Town owned land in the immediate or long term future.

### V. Conformance with Existing Regulations

The Town of Ipswich adopted and amended regulations on August 1, 2002 governing the use of town owned land, titled "Town of Ipswich Regulations on the Use of Unimproved Town Lands" and "Town of Ipswich Use of Town Land Regulations" and are attached to this Management Plan. Except as specifically stated otherwise herein, xxx shall be subject to these regulations, and as they may be amended from time to time. Ipswich General Bylaws Chapters 12, 13, 15, and 17, and Massachusetts General Laws Chapter 266 Sections 120, 120d and 122, and Chapter 40 Section 8C contain further details on prohibited uses on public parkland and property, and the applicable fines for violating these regulations. In addition, as specified in Section IV A. water use on the property for irrigation purposes will be subject to the Outdoor Water Use Bylaw pertaining to the Towns Water Use Rules and Regulations. This Management Plan will also conform with the policies set forth in The Town of Ipswich, Massachusetts Field Use Policy, adopted April 5, 2013 by the Select Board, and as amended.

### VI. Plan Participants

The Pony Express Task Force initiated the development of this management plan and solicited the following stakeholders for feedback and input on the plan:

Town of Ipswich Boards, Committees and Departments:

*Select Board*

*Police Department*

*Department of Public Works, Division of Parks & Cemeteries*

*Department of Planning & Development*

*ReCreation and Culture Department*

*Water Department*

*Open Space Committee*

Local Non-Profit Land Conservation Organizations:

*Essex County Greenbelt Association*

And residents of the Candlewood Road neighborhood and other interested Town residents

## VII. Signatories

Ipswich Select Board

\_\_\_\_\_, Chair \_\_\_\_\_ (Date)

Ipswich Police Department

\_\_\_\_\_, Chief \_\_\_\_\_ (Date)

Ipswich Department of Public Works

\_\_\_\_\_, Director \_\_\_\_\_ (Date)

Ipswich Division of Parks & Cemeteries

\_\_\_\_\_, Supervisor \_\_\_\_\_ (Date)

Ipswich Department of Planning and Development

\_\_\_\_\_, Director \_\_\_\_\_ (Date)

Ipswich Department of Recreation & Culture

\_\_\_\_\_, Director \_\_\_\_\_ (Date)

Ipswich Water Department

\_\_\_\_\_, Director \_\_\_\_\_ (Date)

*This document will be considered adopted and become effective as of the last date of the signatures above*

## **VIII. Attachments**

Survey Plans (2)  
USGS Topo Map  
Ortho Parcel Map  
Protected Open Space and Natural Resource Map  
Pony Express Task Force Brainstorm Idea List  
Pony Express Agricultural Fields License Agreement  
Town Fields Use Policy  
Water Rules and Regulations  
Water Restriction Regulations Amendment  
Water Restriction By-Law

## **PROPERTY NAME PUBLIC SURVEY RESULTS**

**Pony Express Fields**



**Castle Neck River Fields**



**Candlewood Fields**



0                  20                  40                  60                  80                  100                  120                  140                  160                  180

**TOTAL VOTES = 387**

**VOTES BY NAME:** PONY EXPRESS FIELDS = 169 (44%)

CASTLE NECK RIVER FIELDS = 85 (22%)

CANDLEWOOD FIELDS = 133 (34%)



**LICENSE AGREEMENT RENEWAL FOR AGRICULTURAL USE  
OF A PORTION OF LAND ON  
TOWN OF IPSWICH PROPERTY  
UNDER CARE, CUSTODY AND CONTROL  
OF THE SELECT BOARD  
LOCATED AT  
24 CANDLEWOOD ROAD IPSWICH, MA**

**I. INTRODUCTION**

In March 2017, the Town of Ipswich purchased a 30+- acre portion of the property known as Pony Express Farm at 24 Candlewood Road (Assessors Map 63 Lot 4) for recreation, conservation, water supply protection, and agricultural purposes. The Town partnered with Essex County Greenbelt Association and the Massachusetts Department of Fisheries and Wildlife as part of a larger land protection project consisting of a total of 128 acres. The property acquired by the Town has historically been used for agricultural purposes (primarily haying) and for running a polo horse operation. The Town is in the process of converting the former polo playing fields on the western portion of the property along Candlewood Road into four athletic playing fields, and establish trails for passive recreation (walking, horseback riding, cross country skiing, photography etc.) connecting to trails on the adjacent properties to the north and east owned by Greenbelt and MassWildlife. The eastern most portion of the Town property contain two hayfields, identified on the attached map as Little Barn Field and Track Field. A third hayfield located behind the former horse stable, near the corner of Candlewood and Chebacco Road containing paddocks and field area was formerly part of the original License Agreement, but that area has been sold by the Town as part of a separate, developable 2.5-acre parcel, now known as 2 Chebacco Road, Assessors Map 63 Parcel 5, and is therefore eliminated from this License Agreement Renewal.

**II. STATEMENT OF INTENT AND AUTHORIZATION**

This **License Agreement Renewal** is between the Ipswich Select Board of the Town of Ipswich, Massachusetts, with an address of Town Hall, 25 Green Street, Ipswich, Massachusetts, 01938 (hereafter "Licensor") and Royce Knowlton, with an address of 56 Fellows Road, Ipswich, Massachusetts, 01938 (hereafter "Licensee").

This License is for agricultural use of a portion of the Town owned property at 24 Candlewood Road, Ipswich, MA. Identified as Assessors Tax Map 63, Lot 4 (hereafter the "Premises"). The portion of the property to be used for agricultural purposes consists of approximately a total of six and a half (6.5) acres of land containing two annually hayed fields (referenced herein as Little Barn Field and Track Field), each of which hayed fields are situated east of Candlewood Road in Ipswich (see field designation on attached map). The intended use of those fields is for the purpose of growing hay crops. The Licensor has full legal rights under its administrative control of the Premises to enter into this License Agreement upon terms it deems reasonable and beneficial to the Town of Ipswich, in concert with the purposes and priorities of the Town duly accorded to its Select Board

as custodian thereof. The Licensee represents that it has full authority to enter into this License Agreement upon the terms below for all legal and valid purposes as set forth herein.

### **III. TERMS AND CONDITIONS**

NOW, WHEREAS the Licensor wishes to retain, maintain and improve the soil fertility and wildlife habitat of said Premises under its care, custody and control, as well as to preserve open spaces and vistas important to the aesthetic rural scenery and character of the area, and retain agriculture as a purpose of the Premises; and,

WHEREAS the Licensee wishes to practice agricultural haying on the Premises in a manner consistent with proper use of agricultural land for such purposes;

THEREFORE: The Licensor and Licensee herein agree to the terms and conditions as follows:

- 1) This License Agreement shall commence on \_\_\_\_\_, 2019, and shall continue on the terms stated herein for a period of three (3) years from said date unless either party gives ninety (90) days' advance notice of termination and with good cause. Notwithstanding the provisions of this Paragraph of this License, failure to hay the land for any full growing season, other than one such season for any parcel for recovery purposes with a recovery planting thereon, may, if Licensor so determines, then constitute a case of abandonment by the Licensee, and Licensor may thereafter, in its sole discretion, declare the License abandoned and terminated, and is free thereafter to make similar or other uses of the Premises, to seek another Licensee to hay the Premises, or to make such other permissible uses as the then-sitting Select Board deems reasonable, prudent and best. In such an event, the termination of this License by Licensor under said conditions shall be held by the parties hereto to constitute good cause. This License is issued upon a three-year term, and the Licensee, if in good standing under the License at the time of expiration hereof and if so inclined, shall have a right of renewal of the License for an additional three (3) year period, or for another period of time mutually agreeable to both parties.
- 2) For the three-year term of this License there will be no fee charged to the Licensee for agricultural use of the two designated Fields, as the haying operation of said fields will provide maintenance of those fields to the Licensor. In lieu of a fee for the agricultural haying use of the fields, the Licensee will provide at no cost to the Licensor, up to twelve (12) bales of hay annually, on an as needed basis, beginning at the start of this License Renewal period, and for each subsequent year thereafter through the term of the License Renewal. The hay bales to be provided by the Licensee to the Licensor, will be coordinated through the Cemeteries and Park, and/or the Open Space Program staff. If Licensee fails to maintain the two designated Fields per the terms of this License, Licensee shall pay the Licensor the sum of one hundred ninety-five dollars (\$195) per annum (which is calculated at the rate of \$30 per acre for the six and a half acres). Upon any formal License renewal by the parties per above, the Select Board reserves the right to review the annual fee at that time and may adjust it reasonably, including establishing a schedule or increases, if it determines a need to do so.
- 3) The Licensee shall use the Premises only for the purpose of farming the existing hayed areas in the two designated fields (Little Barn and Track Field), including cultivating, irrigating, planting and harvesting (hay crops and acceptable winter/seasonal crop rotation grasses, or in field "recovery" per above) in those areas, and erecting protective fencing or other reasonable methods for keeping pests and/or animals out, so

as to minimize other damage to crops. No additional privileges or uses of the property are extended or implied.

The Licensee shall annually submit a written plan for chemical uses on the Premises per below, to be submitted to, and subject to approval by, the Town Manager or their designee, which shall be submitted by Licensee each April for each preceding calendar year use, unless the parties assign a substitute timeframe acceptable to both. Licensee shall use pesticides/herbicides/fertilizers only as follows: all pesticides and herbicides must have the approval for agricultural uses of each of the: U.S. Environmental Protection Agency, and be registered and approved under the Massachusetts Department of Public Health, Division of Food and Drugs, and by the Massachusetts Department of Agriculture. The location, rate, volume, method and frequency of application of such materials must be stated under the provisions of these agencies for the specific crops being planted, and must be included in the annual plan for such uses to be submitted to the Town Manager. Deviation from the plan (including reasonable substitutions) shall be allowed only insofar as compliance with this Paragraph's requirements is still affected, and only with advance notice to the Town Manager for its approval. Licensee may utilize the appended reporting form for compliance with these requirements.

- 4) The Licensee shall maintain soil pH, soil fertility and productivity using modern agricultural best management practices, and shall maintain adequate reasonable ground cover during the non-growing season or during any recovery period to prevent erosion and invasive growth.
- 5) The Licensee shall not erect any permanent structures nor shall it store farming equipment on the Premises except in the growing/harvesting seasons.
- 6) The Licensee shall, and, by acceptance of this License, hereby does, indemnify the Lessor for any loss or damage incurred by the Lessor on account of this License Agreement or any activity conducted under it, or for any willful, wanton, or negligent malfeasance or misfeasance by Licensee, or their/its employees or invitees, and shall maintain insurance sufficient for this purpose, to include injury, loss or damages suffered by employees or by invitees of the Licensee for purposes of entering the Premises for picking their own produce from time to time as Licensee elects, or for any other purposes of Licensees.
- 7) The Licensee hereby waives, for itself, its employees and invitees, any claims which they or it may have that may be or are in existence as of the signing of this License, or which may hereafter arise during the term of this License, for injury, loss or damage suffered by the Licensee, or their/its employees or invitees, on account of acts or omissions of the Lessor, or of any of their/its employees or invitees.
- 8) The Licensee shall not have any right of assignment or of substitution of any successor Licensee in this License Agreement, without the express written advance permission of the Lessor; as the License is specific and unique to the Licensee, and the purposes for which the land was obtained and is licensed hereunder.
- 9) The Licensee may not expand the perimeters of the limited hayed area beyond that which presently exist in any of the two individual designated Fields of the Premises. There is no right accorded herein to clear any land of the Lessor beyond the present limits of those specific hayed areas. In addition, it is understood by the Licensee and Lessor, the western most area of the Track Field, as depicted on the attached map outlined in a solid black line, will become part of the infrastructure of the future parking area on the premises, at an unspecified date yet to be determined. At that time, the specified area of the Track Field will

therefore no longer be available for haying. However, until that time when construction of that area of the parking area improvements begins, it will be included as part of the hayed area of said field. The Licensee understands and agrees, through acceptance of this License Agreement, that no filling, or newly created disturbance, clearing, cutting, or other unauthorized activity in any jurisdictional wetland areas within the Premises over which this License is granted, or within any buffer zones to such areas if located on or off the Premises, shall be allowed. This License acknowledges that historically hayed agricultural areas of any of the two designated Fields could be within such jurisdictional areas and the permissible ongoing commercial agricultural activities therein granted hereunder shall be allowed in those specific areas.

- 10) Nothing in this License Agreement shall be read or construed to grant, recognize, award or approve any of the regulatory agricultural exemptions or concessions that may exist under the Massachusetts Wetlands Protection Act or Town of Ipswich Wetlands Protection Bylaws, or respective regulations issued or promulgated pursuant thereto, as amended, beyond the four corners of this License. The Licensee waives all arguments related thereto with respect to its use of this land in a restricted License agreement situation, and may not seek to apply any law to force the Select Board to approve or concede to any use of the Premises without obtaining any requisite and appropriate approval which shall be sought from the Regulatory authority in advance and must be granted by it. The Licensee understands that the Ipswich Conservation Commission will not waive regulatory requirements to benefit the Licensee, unless the Licensee first makes the usual requisite filings for any such proposals and receives approval.
- 11) The Licensee shall take reasonable steps to prevent damages by third parties and unauthorized persons of the Premises and to prohibit unauthorized persons from entering onto the two designated Fields or Premises to cause such damages thereto, such as, but not limited to, unauthorized vehicles and/or property visitors.
- 12) This is NOT an easement or conveyance of any fee or lesser interest in land in any form; it is solely a license agreement for the restricted use of land only, with specific limitations on that use. Whether or not recorded, it remains a License and the parties hereto intend, in executing it and accepting its terms and in proceeding to comply therewith, that it shall remain a License for all purposes. Any other claim or interpretation of this License by the Licensee or by any court or other regulatory agency with appropriate authority to so decide, that results in any greater claim to the interests in the underlying land than the limited licensure provisions of specific agricultural use afforded to the Licensee herein, shall immediately cause the License Agreement and appurtenant Licensee's rights thereto, to be voided, cancelled and abrogated and the total, complete and utter control of the property and all uses thereof by any party or persons, including Licensees or their/its successors or assigns, shall be immediately revested in the Ipswich Select Board as administrative steward under the law, for all purposes and without further action or documentation, as if this License agreement had never been placed in effect or entered into by the parties. The property over which this License is granted is public property of the Town of Ipswich, Massachusetts, duly placed under the care, custody and control of its Select Board by vote of the Special Town Meeting, January 24, 2017 Article 1, which is duly-authorized thereby to grant this License pursuant to the modified and specified terms herein. Because it is a permissive use of public land to private parties, there shall be no rights of adverse possession nor prescription against the Licensor or the Town of Ipswich.

#### **IV. SIGNATURES**

The Licensor duly voted to approve this License at its regularly scheduled public meeting on \_\_\_\_\_, 2019.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By Licensor:

Town of Ipswich, by its Select Board (5 Members)

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex County, SS. \_\_\_\_\_, 2019

Then personally appeared \_\_\_\_\_, the above-named duly-authorized \_\_\_\_\_ of the Town of Ipswich Select Board, known to me by personal knowledge, and acknowledged the foregoing to be the free act and approval of a majority of said Select Board, before me.

\_\_\_\_\_  
Notary Public--My commission expires: \_\_\_\_\_

AND;

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
By Licensee, Royce Knowlton:

Royce Knowlton

COMMONWEALTH OF MASSACHUSETTS

Essex County, SS. \_\_\_\_\_, 2019

Then personally appeared the above-named Royce Knowlton, being the Licensee of the License rights provided herein, known to me by \_\_\_\_\_ for himself and acknowledged the foregoing to be his/her free act and acceptance, before me.

\_\_\_\_\_  
Notary Public:

My commission expires:

[See Annual Chemical Usage Reporting Form Appended Hereto]  
**Annual Chemical Usage Reporting Form**  
**License of Premises at 24 Candlewood Rd to Royce Knowlton**

**Report for License Year: \_\_\_\_\_, 20\_\_\_\_:**

On behalf of the Licensee and duly authorized for this purpose, I hereby certify that all pesticides and/or herbicides used on the above License Premises are on US EPA and State approved lists, per the License at Paragraph #3, and that they were used in compliance with approved percentages, means and rates of application for those materials per those lists and that they were used on the Premises on either or both fields as designated below.

**Location Little Barn Field:**

Materials applied, volume, percentages, methods, frequency and rates of application:

**Location Track Field:**

Materials applied, volume, percentages, methods, frequency and rates of application:

For Licensee, by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Licensee, Duly authorized